

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PlayMonster LLC		08/19/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Balance Point Capital Partners, L.P.		
Street Address:	285 Riverside Avenue		
Internal Address:	Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4828670	ALL IN	
Registration Number:	4999771	GLOW TO SLEEP	
Registration Number:	4735000	GOUMIKIDS	
Serial Number:	86702978	MIRARI MOMENT	
Serial Number:	86744245	PLAY MONSTER	
Serial Number:	86864677	PLAYMONSTER	
Serial Number:	86819219	PROVE IT	
Registration Number:	4864636	SMART START	
Registration Number:	4864638	SPARKY	
Registration Number:	4999400	SPUNK WURKS	
Registration Number:	4819586	STACK ATTACK	
Registration Number:	4735398	TEACH ME TIME!	
Registration Number:	4864632	YETI IN MY SPAGHETTI	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$340.00 4828670

Phone: 8602758285
Email: jscheib@rc.com
Correspondent Name: Jacqueline P. Scheib
Address Line 1: 280 Trumbull Street
Address Line 2: Robinson & Cole LLP
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Jacqueline P. Scheib

SIGNATURE: /Jacqueline P. Scheib/

DATE SIGNED: 11/07/2016

Total Attachments: 5

source=Amendment No 1 to TM Security Agmt#page1.tif

source=Amendment No 1 to TM Security Agmt#page2.tif

source=Amendment No 1 to TM Security Agmt#page3.tif

source=Amendment No 1 to TM Security Agmt#page4.tif

source=Amendment No 1 to TM Security Agmt#page5.tif

**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

This Amendment No. 1 to the Trademark Security Agreement (the "Amendment"), dated August 19, 2016 (the "Effective Date") is between PlayMonster LLC, a Delaware limited liability company (f/k/a Patch Products, LLC) ("Debtor"), and Balance Point Capital Partners, L.P., a Delaware limited partnership ("Lender" and together with Debtor, the "Parties," and each, a "Party").

WHEREAS, the Parties entered into that certain Security Agreement dated September 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") securing Debtor's intellectual property as Collateral to the Lender;

WHEREAS, in furtherance and as confirmation of the security interest granted by Debtor to the Lender under the Security Agreement, and as further security for the payment or performance in full of the Obligations, the Parties entered into a Trademark Security Agreement, dated September 10, 2014 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its provisions, the "Trademark Security Agreement");

WHEREAS, pursuant to Section 6 of the Trademark Security Agreement, the Parties desire to amend Schedule A of the Trademark Security Agreement; and

WHEREAS, pursuant to Section 9 of the Trademark Security Agreement, the Parties are amending Schedule A of the Trademark Security Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Security Agreement or Trademark Security Agreement.

2. Amendments to the Existing Agreement. Schedule A to the Trademark Security Agreement is hereby amended to incorporate all of the trademarks and trademark applications disclosed on Schedule A attached hereto.

3. Date of Effectiveness; Limited Effect. This Amendment will become effective as of the Effective Date. Subject to the Security Agreement and the Trademark Security Agreement, all other terms and conditions of the Security Agreement and Trademark Security Agreement shall remain unmodified and in full force and effect. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Security Agreement or Trademark Security Agreement or as

a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party.

[next page is the signature page]

IN WITNESS WHEREOF, the Parties have signed this Amendment as of the Effective Date.

PLAYMONSTER LLC,
a Delaware limited liability company, as Debtor

By: 
Name: Domenic J Grisanzio
Title: Chief Financial Officer

BALANCE POINT CAPITAL PARTNERS, L.P.,
a Delaware limited partnership, as the Lender

By: BALANCE POINT CAPITAL MANAGERS, LLC
Its: General Partner

By: _____
Name:
Title:

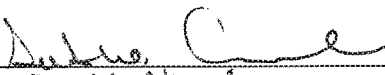
IN WITNESS WHEREOF, the Parties have signed this Amendment as of the Effective Date.

PLAYMONSTER LLC,
a Delaware limited liability company, as Debtor

By: _____
Name:
Title:

BALANCE POINT CAPITAL PARTNERS, L.P.,
a Delaware limited partnership, as the Lender

By: BALANCE POINT CAPITAL MANAGERS, LLC
Its: General Partner

By:  _____
Name: Seth Wa Alvord
Title: Managing Member

SCHEDULE A
to
Trademark Security Agreement

Domestic Trademarks

Jurisdiction	Mark	Application No.	Filing Date	Reg. No.
United States	All In	86419651	10/09/14	4828670
United States	GLOW TO SLEEP	86647858	06/01/15	4999771
United States	GOUMIKIDS	86405041	09/24/14	4735000
United States	MIRARI MOMENT	86702978	07/23/15	
United States	PLAY MONSTER	86744245	09/01/15	
United States	PLAYMONSTER	86864677	01/04/16	
United States	PROVE IT	86819219	11/13/15	
United States	SMART START	86562987	03/13/15	4864636
United States	SPARKY	86563028	03/13/15	4864638
United States	SPUNK WURKS	86577858	03/26/15	4999400
United States	STACK ATTACK	86405978	09/25/14	4819586
United States	Teach Me Time!	86471380	12/04/14	4735398
United States	YETI IN MY SPAGHETTI	86561401	03/11/15	4864632